

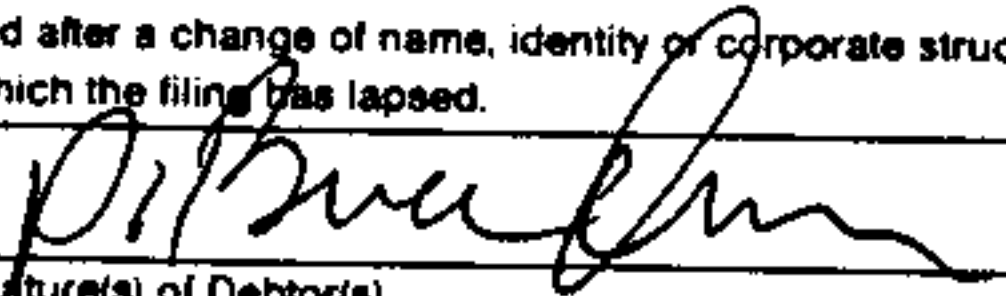
M. Lunde

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM  
Registred, Inc.  
314 PIERCE ST.  
P.O. BOX 218  
ANDORA, MN. 55303  
(612) 421-1713

77963

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Hunter, Maclean, Exley & Dunn P. O. Box 9848 Savannah, Georgia 31412 Attn: Dorothea Costrini		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. # _____		<p>Inst # 2000-25974</p> <p>08/02/2000-25974</p> <p>01:48 PM CERTIFIED</p> <p>SHELBY COUNTY JUDGE OF PROBATE</p> <p>005 NMS 19.00</p>	
2. Name and Address of Debtor (Last Name First if a Person) DBI Properties, LLC 1682 Montgomery Highway Hoover, Alabama 35216			
Social Security/Tax ID # _____			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			
Social Security/Tax ID # _____		FILED WITH: Judge of Probate of Shelby County	
<input type="checkbox"/> Additional debtors on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) General Electric Capital Business Asset Funding Corporation 10900 N.E. Fourth St., Suite 500 Bellevue, Washington 98004 Social Security/Tax ID # _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E			
5. The Financing Statement Covers the Following Types (or items) of Property:  All of Debtor's right, title, and interest in and to the fixtures located on or in and the personal property relating to the improved real property located in Pelham, Shelby County, Alabama, and more particularly described in <u>Exhibit A</u> , as such collateral is more particularly described in <u>Exhibit B</u> , and all proceeds thereof.			
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 0 0 0 3 0 0 5 0 0 6 0 0 7 0 0 8 0 0			
*Tax previously paid at Roll <u>2000-25973</u> Frame _____, in the Office of the Judge of Probate for Shelby County.			
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.			
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>711,430</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>0</u>	
Signature(s) of Debtor(s) 		8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)	
Signature(s) of Debtor(s) DBI PROPERTIES, LLC Type Name of Individual or Business		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
Signature(s) of Secured Party(ies) or Assignee GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION Type Name of Individual or Business			

**Signature Page for UCC-1 Financing Statement**

(Pelham, Shelby County, Alabama)

**SECURED PARTY:**

GENERAL ELECTRIC CAPITAL BUSINESS ASSET  
FUNDING CORPORATION, a Delaware corporation

By: Michelle Lunde  
Name Michelle Lunde  
Title: ~~[Vice] President~~ Sr. Real Estate Loan Closer

Attest: Laurie Hauer  
Name Laurie Hauer  
Title: ~~Secretary~~

[SEAL]

Loan No.: 050-0000544-001

**EXHIBIT A**

(2970 Pelham Parkway, Pelham, Shelby County, Alabama)

**Legal Description:**

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of Lot One of Lunceford's Industrial Park as recorded in Map Book Seven, Page 133, in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 88 degrees 03 minutes 03 seconds East along the North line of said Lot One and the South right of way of First Alabama Bank Drive a distance of 241.87 feet to the Point of Beginning; thence continue last course 183.50 feet to a clockwise curve on said right of way having Delta angle of 23 degrees 35 minutes 46 seconds and a Radius of 166.50 feet; thence run along the arc of said curve 68.57 feet to the point of Tangent; thence run South 64 degrees 27 minutes 17 seconds East a distance of 86.53 feet to a point of the West right of way of U.S. Highway #31; thence run South 25 degrees 32 minutes 43 seconds West 187.75 feet; thence run North 47 degrees 26 minutes 00 seconds West 336.06 feet to the Point of Beginning; being situated in Shelby County, Alabama.

## **EXHIBIT B**

(2970 Pelham Parkway, Pelham, Shelby County, Alabama)

**Secured Party:** GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, a Delaware corporation, its successors and assigns

**Debtor:** DBI PROPERTIES, LLC, a Delaware limited liability company

**Loan No.:** 050-0000544-001

The collateral includes all of the right, title and interest of Debtor in, to and under:

1. All fixtures, equipment, landscaping, and articles of property now or hereafter attached to, or used or adapted for use in the operation of buildings, structures, improvements, and parking areas located on the real estate (herein the "Premises") described in Exhibit A, including but without being limited to, all heating, air conditioning, lighting, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph 1 shall be referred to as the "Improvements" and shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold of the Premises.
2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (a) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (b) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever.
3. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party with respect to the Premises, Improvements and other collateral described herein, and refunds or rebates of taxes or assessments on the Premises.
4. All written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding.
5. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction

materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements.

6. All contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees.

7. All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein.

8. All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any inventory, equipment, furniture, furnishings or trade fixtures owned or supplied by tenants of the Premises.

**FURTHER ENCUMBRANCE OF THE ABOVE COLLATERAL IS PROHIBITED.**